



I hereby certify this is a true copy of an Order dated
Sept 25 2023
Landlord and Tenant Board

**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

Citation: Islam v Abdelrahman, 2023 ONLTB 61758

Date: 2023-09-25

File Number: LTB-L-009351-23-AM

In the matter of: 2302, 151 VILLAGE GREEN SQ
SCARBOROUGH ON M1S0K5

Between: Moonis Islam Landlord

And

Ali Abdelrahman and Ranya Abdelfattah Tenants

Pursuant to a request filed by the Landlord on September 12, 2023, this amended order is issued to correct a clerical error in the original order issued on September 11, 2023. The amendment reflects the correct date in the enforcement clause. The correction has been bolded and underlined for ease of reference.

Moonis Islam (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Abdelrahman and Ranya Abdelfattah (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 6, 2023.

The Landlord, the Landlord's representative R Gavisetty, the Tenant R Abdelfattah and the Tenant A Abdelrahman and his representative R Mahavalirajan attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant R Abdelfattah was still in possession of the rental unit.
3. Neither Tenant requested to be removed from the lease.
4. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.

6. The Tenants have paid \$5,500.00 to the Landlord since the application was filed.
7. The rent arrears owing to July 31, 2023 are \$24,500.00.
8. The Tenants do not dispute the amount of rental arrears.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$84.97 is owing to the Tenants for the period from August 20, 2021 to July 6, 2023.

Relief from Eviction

12. The Tenants are spouses and testified that they have entered into divorce proceedings. Tenant R Abdelfattah resides in the rental unit with their children. Tenant A Abdelrahman entered into an agreement in March, 2023 that he would be responsible to pay the rent on the unit for the benefit of his children and ex-spouse. Tenant A Abdelrahman testified that he is committed to paying the rent, however he has to wait for some investments to mature in December, 2023. Tenant A Abdelrahman proposed to pay the monthly rent on time and \$700 each month towards the arrears, with full payment of the arrears by December 31, 2023. Tenant R Abdelfattah testified that she has no ability to pay the rent.
13. The Landlord objected to any delay, citing the magnitude of the arrears, the history of non-payment of rent and the uncertainty of the repayment plan proposed by the Tenant A Abdelrahman.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until October 31, 2023 pursuant to subsection 83(1)(b) of the Act. The delay will allow the Tenants time to secure the payments required to bring their rental account into good standing, or allow the Tenants time to secure alternative housing, while not unduly prejudicing the Landlord. I find that it would be unfair to grant the Tenants a payment plan that runs through December 31, 2023 because there was no evidence before me that suggested the veracity or amounts of the investments that the Tenant A Abdelrahman referred to and the payment history of the Tenants does not support that they are able to adhere to the payment plan that they have presented.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$29,686.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$32,186.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after October 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before October 31, 2023**
 5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$20,094.17. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting July 7, 2023 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before September 22, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 23, 2023 at 6.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before October 31, 2023, then starting **November 1, 2023**, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after **November 1, 2023**.

September 11, 2023

Date Issued

September 25, 2023

Date Amended



Heather Kenny
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on **May 1, 2024** if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2023

Rent Owing To September 30, 2023	\$35,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,500.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$29,686.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before October 31, 2023

Rent Owing To October 31, 2023	\$37,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,500.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$32,186.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$27,993.14
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,500.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$84.97
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$20,094.17
Plus daily compensation owing for each day of occupation starting July 7, 2023	\$82.19 (per day)